IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.253 OF 2006

In

SUMMARY SUIT NO.2224 OF 2005

Bank of India : Plaintiff

V/s.

M/s.Universal Sonic Service & Ors. : Defendants

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Mr.C.K.Thomas i/b. M/s.C.K.Thomas & Associates for the plaintiff.

None present for the defendants.

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CORAM : S.A.BOBDE, J.

DATE : JANUARY 29, 2007.

P.C.

1. In this suit filed by the Bank, the plaintiff has taken out this Notice of Motion.

2. According to the plaintiff-Bank, an amount of Rs.3,99,942/- is due and payable by the defendants to the plaintiff. The plaintiff has expressed an apprehension that the only property of the defendants is likely to be alienated with a view to frustrate the decree that may be passed in the plaintiff's suit. The plaintiff has stated

that they have verified this possibility from the neighbours.

3. The defendants, though served, have not filed an affidavit-in-reply. On 9.3.2006 the defendants appeared and made a statement that they would not deal with, dispose of, alienate, encumber or create any third party rights in respect of the suit premises, inter alia, on the ground that they have approached the plaintiff for a settlement of the dispute.

4. Today, when the matter is called out, none appears for the defendants. In view of the uncontroverted statements of the plaintiff in the affidavit-in-support of the Notice of Motion, I consider it appropriate to allow the Notice of Motion in terms of prayer clause (c).

5. Notice of Motion stands disposed of.

S.A. BOBDE, J.